

EXHIBIT 4

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November 1, 2013

VIA E-MAIL and REGULAR MAIL
Email: David @MSGRB.com

David Gallo, Esq.
Sweeney, Gallo, Reich & Bolz, LLP
95-25 Queens Boulevard, 11th floor
Rego Park, NY 11374

Re: DiMatteo v. Sweeney, Gallo, Reich & Bolz, LLP

Dear Mr. Gallo:

This office represents Eugene DiMatteo in the above-referenced matter. You wrote to him on September 6, 2013, demanding payment of \$5347.03, which you claim is a debt due to Tom Sullivan LLC. Your letter accompanied a rent demand for the same amount, signed by Luciano Kolic.

Mr. DiMatteo has tendered rent on a monthly basis for each month for which you allege he is in arrears. Your client has simply failed to cash his rent checks. Your statement that Mr. DiMatteo has incurred a debt of \$5347.03 is a false statement. Your firm's sending Mr. DiMatteo correspondence containing false, deceptive and misleading statements has violated various provisions of the Fair Debt Collections Practices Act, 15 U.S.C. § 1692 et seq. (FDCPA).

Moreover, the threat to initiate a summary proceeding if the alleged arrears are not paid is a separate violation of the FDCPA, which prohibits the threat to take any legal action that cannot legally be taken.

Additionally, you served Mr. DiMatteo with a summons and complaint seeking this alleged debt. This is an attempt to collect a debt that is not owed. On top of that, you have added a legal fee of \$750.00. The FDCPA prohibits as an unfair practice "the collection of any

amount (including any interest, fee, charge or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law, 15 U.S.c. 1692f(1). Upon information and belief, there is no lease provision authorizing the collection of attorneys' fees.

This dispute can be resolved without Federal court litigation under the following terms: (1) immediate cessation of all attempts to collect this "debt", including your agreement to discontinue the non-payment action regarding any amount allegedly due; (2) an agreement that your client will accept checks from Mr. DiMatteo in the future, whether or not those checks are drawn on a joint account with another person and whether those checks are signed by Mr. DiMatteo or by the joint account holder; (3) payment in good funds of \$5,000, made payable to Schlanger & Schlanger, LLP as attorneys, and (4) a mutual exchange of releases. Please respond to this letter on or before November 4, 2013 or my client will seek to enforce his rights under all relevant state and federal laws. I will, of course, file an answer to the Housing Court petition.

The violations discussed above are by no means an exhaustive list, and this letter is without prejudice to my client's rights, which are fully reserved.

Very truly yours,


Elizabeth Shollenberger
Attorney for Eugene DiMatteo